

AGREEMENT

This Agreement is entered by and between the **County of Lancaster, Nebraska** ("County"), the **City of Lincoln, Nebraska** ("City"), and the **United Way of Lincoln and Lancaster County** ("United Way"), (collectively referred to as "the parties"), for the purpose of defining the parties' participation in the funding of oversight and administration of the Community Services Initiative-Lincoln ("CSI") Project.

WHEREAS, NEB.REV.STAT. § 13-801 *et seq.* (Reissue 1997) permits units of local government in the State of Nebraska to cooperate with one another for the purpose of jointly exercising governmental authority and responsibilities they share in common; and

WHEREAS, the County intends to enter into contracts with the Lincoln/Lancaster County Human Services Federation for the oversight and administration of the CSI Project and Melissa Beecher to facilitate, coordinate and staff the Behavioral Health Coalition of the CSI Project. A copy of said contracts are attached hereto and incorporated herein by this reference; and

WHEREAS, the contract with the Lincoln/Lancaster County Human Services Federation requires payment from the County in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000). The contract is for twelve (12) months from July 1, 2005 to June 30, 2006; and

WHEREAS, the contract with Melissa Beecher requires payment from the County in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000). The contract is for twelve (12) months from July 1, 2005 to June 30, 2006; and

WHEREAS, the City and the United Way will utilize the CSI Project and its annual report in determining how to best meet the human services needs of the City of Lincoln and Lancaster County communities; and

WHEREAS, the parties desire to participate as equal partners in funding the CSI Project. The total amount of the CSI Project for the term July 1, 2005, to June 30, 2006 is \$120,000.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and between the parties as follows:

1. **Funding of Community Services Initiative - Lincoln 2005-2006:** The City, County and United Way shall each contribute 1/3 of the total contract fee of \$120,000 for the CSI Project. Each party's funding of shall not exceed the following:

County: Forty Thousand Dollars and No Cents (\$40,000)
City: Forty Thousand Dollars and No Cents (\$40,000)
United Way: Forty Thousand Dollars and No Cents (\$40,000)

The City and United Way shall reimburse the County for their portion as requested by the County. Such payment shall be made to the County within thirty (30) day of the request.

2. **Additional Funding:** Pursuant to the County's contract with the Lincoln/Lancaster County Human Services Federation (HSF), payment to the HSF for its services may exceed the amounts stated in its contract only upon prior written authorization from the Lancaster County Board of Commissioners. The United Way and the City will not be responsible for any additional costs authorized by the County unless they have agreed to such increases in writing. Any additional costs shall be divided equally among the County, City and United Way, unless otherwise agreed by the parties.

EXECUTED this _____ day of _____, 2005, by Lancaster County, Nebraska.

ATTEST:

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

County Clerk

By: _____

County Board Chairperson

APPROVED AS TO FORM this

_____ day of _____, 2005.

Deputy County Attorney
for GARY E. LACEY
County Attorney

EXECUTED this _____ day of _____, 2005, by the City of Lincoln, Nebraska.

ATTEST:

BY THE MAYOR

City Clerk

By: _____
Coleen Seng

APPROVED AS TO FORM this
_____ day of _____, 2005.

City Attorney

EXECUTED this 18th day of November, 2005, by United Way of Lincoln and Lancaster County.

UNITED WAY OF LINCOLN AND
LANCASTER COUNTY

By: 

Title: Executive Director

Original Contract to: Contractor
Lancaster County Clerk - Public File
Department/Division

FILED

NOV 18 2005

LANCASTER COUNTY CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

FOR

COMMUNITY SERVICES INITIATIVE - LINCOLN
OVERSIGHT AND ADMINISTRATION
SPECIFICATION #04-293

July 1, 2005 to June 30, 2006

CONTRACTOR: **Lincoln/Lancaster County**
Human Services Federation

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between Lancaster County, Nebraska, hereinafter called the County, and the **Lincoln/Lancaster County Human Services Federation**, a non-profit corporation, hereinafter called the Contractor.

WHEREAS, in November 2000, the University of Nebraska-Lincoln Public Policy Center and the University of Nebraska-Lincoln Center for Children, Families, and the Law entered into a partnership with the City of Lincoln, Lancaster County, and United Way of Lincoln Lancaster County to implement the Hanna:Kellan Report; and

WHEREAS, over the next three years coalitions were developed to respond to focus area needs, data was collected, and a website was created; and

WHEREAS, these coalitions comprise the Community Services Initiative-Lincoln and consist of community agencies focused in six different areas of human service needs including basic and emergency needs, child care and youth development, domestic violence, behavioral health, Healthy People 2010 and housing.

WHEREAS, the goal of CSI—Lincoln is to provide a sound road map to the provision of meeting human service needs and to guide funders in utilizing limited resources for these purposes.

WITNESSETH: That in consideration of the mutual covenants herein contained, the County hereby agrees to employ the Contractor to perform coordination of the Community Services Initiative (CSI) hereinafter outlined in the connection with **Specification #04-293, Community Services Initiative - Lincoln Oversight and Administration**, which is on file at the Lancaster County Clerk's Office and is incorporated by this reference. The United Way of Lincoln and Lancaster County, The City of Lincoln, and the County of Lancaster, Nebraska, have previously entered into an Interlocal Agreement to set forth the funding allocations for the Community Services Initiative Project for July 1, 2005 to June 30, 2006.

SECTION I - SCOPE OF SERVICES

1. Maintain/Develop Infrastructure
 - 1.1 Provide oversight and leadership to the community human services implementation plan.
 - 1.2 Ensure Coalitions continue to address critical issues based on data and implementation strategies for community change.
 - 1.3 Provide opportunities for active involvement in CSI—Lincoln for all sectors of the community.
 - 1.4 Provide a clear "report card" of existing human service priorities and the dollars needed to address them.

- 1.5 Provide the necessary infrastructure to sustain Coalition activity, as well as technical assistance for their growth and development.
- 1.6 Guide a planning/implementation process which measures the Community Impact of Community Services Initiative (CSI) by providing:
 - 1.6.1 An increased awareness of the issues.
 - 1.6.2 Changes in community attitudes.
 - 1.6.3 Changes in organization and system practices.
 - 1.6.4 Changes in organization and system policies.
 - 1.6.5 Improved coordination among organizations and systems.
 - 1.6.6 Information to direct changes in how community resources are allocated.
- 1.7 Copies of all subcontracts or memorandums of agreements, including but not limited to facilitators, data analysis, marketing, or special projects, shall be forwarded to the Human Services office to be placed on file.

2. Performance Measures

- 2.1 Quarterly Coalition Reports reflecting CSI-Lincoln expectations (Section 1.6); actions to address prevention and diversity; and community wide financial opportunities and successes.
- 2.2 A social marketing plan for CSI-Lincoln to communicate the accomplishments in Section 2.1.
- 2.3 Annual report which is intended to provide critical data to funders recommending how community resources should be prioritized and why.
- 2.4 Community Coalitions will have a very clear direction regarding where they are going, who is going with them, what they hope to accomplish and what it will take to get there.

3. Supplemental services may be negotiated, as requested by the County.

SECTION II- COMPENSATION

For the services covered by this Contact, the County agrees to pay the Contractor as follows:

- A. For **the staffing, operations and subcontract monitoring** of the Community Services Initiative - Lincoln activities (July 1, 2005 - June 30, 2006), the maximum amount to be paid shall not exceed **One Hundred Thousand Dollars and No Cents (\$100,000)**, unless prior authorization is given by the Lancaster County Board of Commissioners.
- B. The County shall only be responsible for payment of services rendered. The County shall not make payments to the Contractor in advance of services being provided to the County. Any requests for payment by the

Contractor will require written documentation of completed services and will be reviewed and approved by the City-County Human Services Director, prior to payment being processed. Contractor shall submit such documentation and payment requests on a quarterly basis, in accordance provisions of the following reimbursement schedule or at such times as indicated therein: On or about September 1, 2005 = 1/4 of total contract amount; on or about December 1, 2005 = 1/4 of total contract amount, on or about March 1, 2006 = 1/4 of total contract amount; and on or about June 1, 2006 = 1/4 of total contract amount. Payment of each claim shall be made within 30 days after acceptance of invoiced amounts by the County.

- C. It is understood that the Lancaster County Board of Commissioners intends to authorize the Contractor to perform the work herein. Description of the services to be performed is listed in Section I of this contract. If the County chooses not continue with the project, it is understood that the County will pay only for the fees associated with the tasks authorized and performed by the Contractor to the satisfaction of the Lancaster County Board of Commissioners.

SECTION III — OTHER MATTERS

It is mutually understood and agreed:

- A. The term of this contract shall be from July 1, 2005 to June 30, 2006.
- B. The County shall have the right to terminate this contract immediately upon written notice to the Consultant, if the Consultant:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide a complete the Community Services Initiative.
 2. Disregards any federal, state, or local laws, or regulations or resolutions of the Lancaster County Board of Commissioners.
 3. Otherwise commits a substantial breach of any provision of the Contract Documents.
- C. Upon receipt of such notice, this contract shall automatically terminate without further obligation of the parties, except the Contractor shall be paid on the basis of percentage of completion of the work performed hereunder. The County may, at its sole discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above

the total cost of performance set forth in this contract.

- D. That a change in scope of work shall be accompanied by a corresponding adjustment in the compensation to be paid hereunder, which adjustment shall be mutually agreed upon between the parties hereto and evidenced in writing prior to the implementation of such change in scope.
- E. That the City-County Human Services Director will act as the County's authorized representative for this project, who will have direct and responsible charge of the project. All changes in scope, plans, interpretation of specifications and other matters requiring decisions on the part of the County will be by mutual agreement of the parties, evidenced by a written amendment to this agreement.
- F. That the CSI Annual Report and any other quarterly Coalition Reports shall become the property of the County and the Human Service Planning Council, as soon as payment for the same has been completed. The Consultant may retain copies of all information for their records and use. It is mutually agreed that these documents are to be used by the County solely in connection with this project. In the event the County elects to use portions of, or all of the information contained in the documents prepared for this project, for any purpose other than the specific purpose for which they were prepared, the County agrees to hold harmless and indemnify the Consultant for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.
- G. The parties agree that the duties and obligations outlined herein shall not be sublet, assigned or transferred without prior written approval of the County which shall be evidenced by a written amendment to this agreement. Any amendments with regard to assignment shall bind the successors or assigns.
- H. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- I. The Contractor shall comply with all Federal, State, and local laws, and any County Resolution applicable to the work.

- J. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person or organization on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
- K. The Contractor warrants that it will be in compliance with state and federal laws and regulations regarding medical records and any privacy issues. The Contractor also warrants that it will be in compliance with the HIPAA regulations as it relates to the services of the Contractor.
- L. The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This section will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.

SECTION IV — INSURANCE REQUIREMENTS

Workers' Compensation Insurance: Contractor shall purchase and maintain during the term of this Agreement, Worker's Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

General Liability Insurance: Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by the Contractor or anyone directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$1,000,000 Combined Single Limit

The Contractor shall not commence work under this Agreement until it has obtained all

insurance or self insurance at the same levels required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

Deputy County Attorney

BY: _____

County Board Chairperson

Dated: _____

Lincoln/Lancaster County
Human Services Federation

By: _____

Executive Director

Dated: 16 November 2005

LINC0110

ACORD INSURANCE BINDER		DATE 02/15/05	
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.			
PRODUCER	PHONE (A/C, No. Ext): 402-483-4500 FAX (A/C, No.): 402-483-7977	COMPANY	BINDER #
SPRO Insurance 1919 S 40th St, Suite #104 P.O. Box 6847 Lincoln, NE 68506		Columbia National Insurance	BINDER309810
CODE: 18023	SUB CODE:	DATE EFFECTIVE	TIME
AGENCY CUSTOMER ID: 55778	INSURED	02/15/05	12:01
Lincoln/Lancaster County Human Services Federation 1645 N Street, Suite A Lincoln, NE 68508-1824		03/15/05	12:01 AM
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:			

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	Business Personal Property Equipment Breakdown	500		\$10,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		EACH OCCURRENCE		\$1,000,000
		DAMAGE TO RENTED PREMISES		\$100,000
		MED EXP (Any one person)		\$5,000
		PERSONAL & ADV INJURY		\$1,000,000
		GENERAL AGGREGATE		\$2,000,000
		PRODUCTS - COMPOF ASS		\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$1,000,000
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
		OTHER		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		\$
		EL EACH ACCIDENT		\$100,000
		EL DISEASE - EA EMPLOYEE		\$100,000
		EL DISEASE - POLICY LIMIT		\$500,000
SPECIAL CONDITIONS/OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

MORTGAGEE	ADDITIONAL INSURED
LOSS PAYEE	
LOAN #	
AUTHORIZED REPRESENTATIVE	
Rebecca S. Houder	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/05

PRODUCER
INSPRO Insurance
1919 S 40th St, Suite #104
P.O. Box 6847
Lincoln, NE 68506

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Lincoln/Lancaster County Human Services
Federation
1645 N Street, Suite A
Lincoln, NE 68508-1824

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Columbia National Insurance Group

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOPNE31075	02/15/05	02/15/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCPNE08495	02/15/05	02/15/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Lincoln and Lancaster County are listed as an additional insureds with respect to general liability

CERTIFICATE HOLDER

CANCELLATION

Lancaster County and/or City of
Lincoln
555 South 10th St.
Lincoln NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rebecca Humpal

AGREEMENT

C-05-0504
FILED

OCT 4 2005

LANCASTER COUNTY CLERK

THIS AGREEMENT is entered into this 11th day of Sept, 2005, by and between Melissa Beecher, hereinafter referred to as "the Contractor" and the County of Lancaster, Nebraska, hereinafter referred to as "the County", a political subdivision of the State of Nebraska.

WHEREAS, the County is desirous of hiring a Behavioral Health Facilitator to provide oversight, program assessment/evaluation, and coordination of the Community Services Project (CSI) as part of the Lancaster County Human Services Department.

WHEREAS, the Contractor is qualified with the necessary skills, expertise and experience to meet those needs of the County and serve as a Behavioral Health Facilitator, as provided in Attachment "A", attached hereto and hereby incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) **Length:** The length of this Agreement shall be from July 1, 2005 through and including June 30, 2006.

2) **Purpose:** To facilitate, coordinate, and staff the Behavioral Health Coalition of the Community Services Initiative (CSI) project.

3) **Responsibilities:** The Contractor shall meet the following requirements:

(a) Provide duties as outline in Attachment 'A'.

4) **Compensation:** The County will only reimburse the Contractor for services rendered. Compensation will not exceed Twenty Thousand dollars (\$20,000.00); payable every Ninety days in the amount of Five Thousand dollars (\$5,000.00) beginning September 1, 2005. These amounts are only to be paid upon presentment of a statement for reimbursement and documentation that services have been provided pursuant to this agreement. Statements will be submitted to the County for review prior to any payment for services. The parties agree that this agreement does not provide for compensation in

the form of a retainer. The Contractor agrees that it shall not be paid until services have been proved to the County as provided in this agreement. Contractor further agrees that it will make any additional information available to the County to support any claim for services rendered.

The Contractor shall not perform services which would obligate the County to costs that exceed the above amount without the prior written consent of the Project Monitor and the Lancaster County Board of Commissioners. The County shall not be responsible for the direct payment of any insurance or fringe benefits, including but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance.

5) Independent Contractor: It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

6) Assignment: Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.

7) Hold Harmless: Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

8) Severability: If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

9) Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

10) Termination: This Agreement may be terminated at anytime by either party giving thirty (30) days written notice. In the event of termination, the County shall be entitled to and receive all documents from the contractor. Should Contractor breach this agreement, the County will notify the Contractor of the breach in writing and the Contractor will have fifteen (15) days to cure. If the breach is not cured within those 15 days, the County may, at its discretion terminate the agreement immediately upon written notice to the Contractor.

11) Data Ownership: Any and all data produced shall become the property of the County as soon as payment for the same has been completed. The Contractor may retain copies of all information for their records and use. It is mutually agreed that these documents are to be used by the County solely in connection with this project. In the event the County elects to use portions of, or all of the information contained in the documents prepared for this project, for any purpose other than the specific purpose for which they were prepared, the County agrees to hold harmless and indemnify the Contractor for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.

12) Insurance Requirements: The Contractor shall carry insurance in the following kinds and minimum limits:

(a) General Liability Insurance: The Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Grantee or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage \$1,000,000 Combined Single Limit

Personal Injury Damage \$1,000,000 Combined Single Limit

(b) Automotive Liability:

Bodily Injury & Property Damage

\$1,000,000 Combined Single Limit

(c) Workers' Compensation: The Contractor does not maintain Workers' Compensation Insurance and thus Contractor agrees that Contractor alone will perform all obligations outlined in this agreement and will not delegate any obligations to a third party.

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

EXECUTED by Contractor this 16 day of SEPTEMBER, 2005.

BY: M. Muef-Bedford

Title: _____

EXECUTED by Sponsor this 11th day of October, 2005.

APPROVED AS TO FORM THIS
11 day of Oct., 2005.

Kristy Munde
for GARY E. LACEY
Lancaster County Attorney

LANCASTER COUNTY, NEBRASKA
A Political Subdivision, Sponsor

BY: Larry Hudkins
LARRY HUDKINS, Chairperson
Lancaster County Board of Commissioners

ATTACHMENT A

Behavioral Health Facilitator Duties and Responsibilities

- Provide Coalition Quarterly Reports
- Attend CSI Leadership meeting and provide information on the Behavioral Health Coalition activities
- Attend all sub-committee meetings and other meetings related to Behavioral Health
- Prepare for and facilitate monthly Behavioral Health Coalition meetings
- Establish, collect and report key Indicators for the State of Caring Index
- Facilitate the identification of gaps in the area of Behavioral Health
- Facilitate the development of goals, objectives and action steps to address Behavioral Health issues
- Facilitate the development of outcomes and indicators on the coalition level to measure impact
- Work with the coalition members to develop and implement specific strategies in the area of Behavioral Health
- Increase the collaboration among consumers and other community shareholders
- Help the coalition work toward increasing public awareness and decrease stigma
- Work with the coalition to increasing availability and access to behavioral health care
- Provide a forum for sharing information on Behavioral Health activities, opportunities, presentations, trainings, and collective fundraising opportunities
- Provide a forum for agency and consumer input
- Provide a forum for the exchange of ideas